

A. G. Contract No. KR99 0804TRN
ADOT ECS File No.: JPA 99-60
Project: 095 MO 243/HX074 01C
Section: SR-95 @ Riverview Dr. (MP 243.4)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into 8 July 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of a new traffic signal warranted on SR-95 at the intersection of Riverview Drive (MP 243.4) in the City, at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23373
Filed with the Secretary of State
Date Filed: 07/08/99
Betty Bayless
Secretary of State

By Vicky V. Greenwood

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Confer with the City on any signal Project related contract modifications and be responsible for its proportionate share of same. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty percent of the cost of the signal project construction cost, in an amount estimated at \$60,000.00.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the signal.

d. Invoice the City for its fifty percent share of the cost of the Project, in an amount estimated at \$60,000.00.

2. The City will:

a. Review the signal Project design documents and provide comments.

b. Within thirty (30) days after receipt of an invoice, pay the State the City's fifty percent share for the cost of the signal Project, in an amount estimated at \$60,000.00.

c. Be responsible for any contractor claims for extra compensation attributable to the City, and for its proportionate share of any project cost increases.

d. Upon completion and acceptance of the signal Project by the State, provide electrical energy to operate the signal, and grant the State the perpetual right-of-entry to maintain the loop detectors and pavement markings.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Bullhead City
City Manager
1255 Marina Blvd.
Bullhead City, AZ 86442

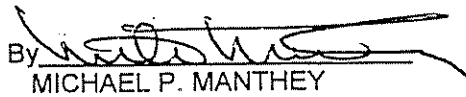
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

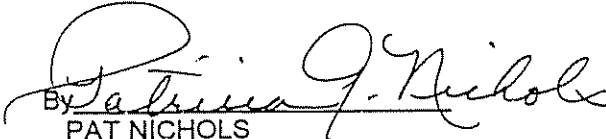
CITY OF BULLHEAD CITY

STATE OF ARIZONA
Department of Transportation

By 
NORM HICKS
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

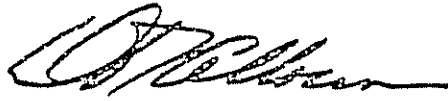
ATTEST

By 
PAT NICHOLS
City Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of April 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Bullhead City for the purpose of defining responsibilities for constructing of a warranted traffic signal at the intersection of SR-95 at Riverview Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO 99R-034

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF BULLHEAD CITY AND AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE AGREEMENT FOR THE PURPOSE OF DEFINING RESPONSIBILITY FOR THE CONSTRUCTION OF A WARRANTED TRAFFIC SIGNAL ON SR-95 AT THE INTERSECTION OF RIVERVIEW DRIVE.

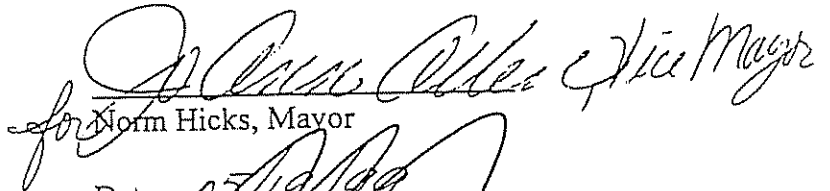
WHEREAS, it is in the best interest for the safety and benefit of the motoring public to install a new traffic signal on SR-95 at the intersection of Riverview Drive;

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for implementing and administering such project;

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §48-572, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §28-401.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and The Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

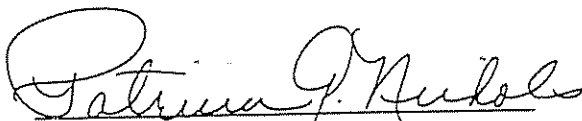
PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 19th day of May, 1999.

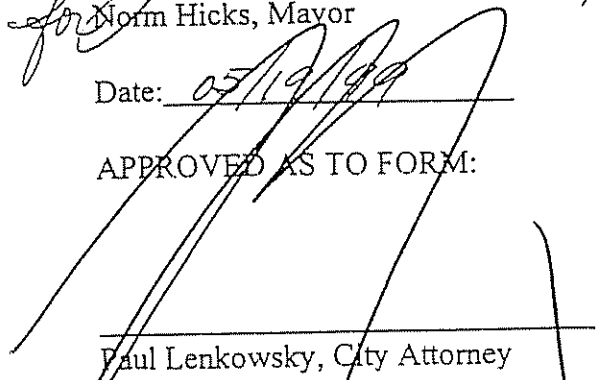

for Norm Hicks, Mayor

Date: 05/19/99

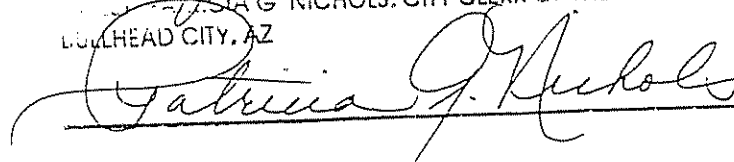
APPROVED AS TO FORM:

ATTEST:


Patricia G. Nichols, CMC, City Clerk


Paul Lenkowsky, City Attorney

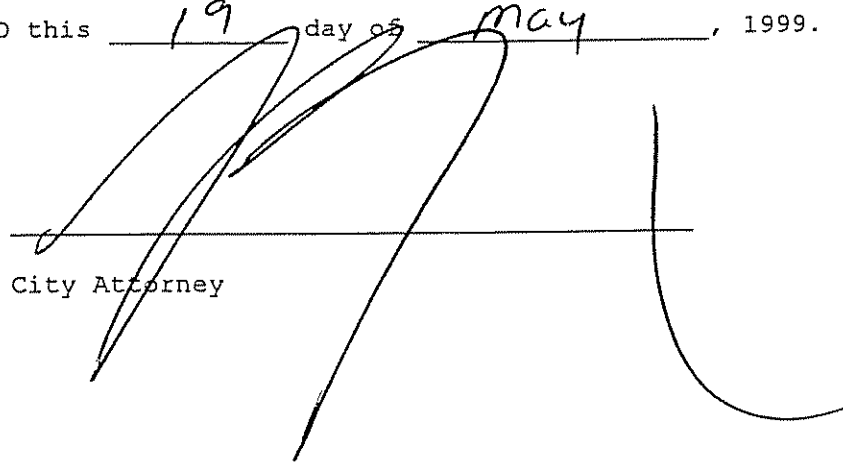
CERTIFICATION
THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT
TRUE COPY OF THE RECORD ON FILE IN THIS OFFICE
June 2 1999
PATRICIA G. NICHOLS, CITY CLERK OF THE CITY OF
BULLHEAD CITY, AZ



APPROVAL OF THE BULLHEAD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF BULLHEAD CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19 day of May, 1999.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0804TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 18, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/21410

Enc.